UDUPI COCHIN SHIPYARD LIMITED



Malpe Harbour Complex, Malpe, Udupi, Karnataka – 576 108, India. Tel – 0820 2538604.

TENDER FOR PORT PERMISSIONS/FORMALITIES AT NMPA

Enquiry No. & date	UCSL/CC/T/W/050 DT: 04 TH FEBRUARY 2025
Name of work	PORT PERMISSIONS/ FORMALITIES AT NMPA
Last date & time of receipt of tender	10 TH FEBRUARY 2025 (MONDAY), 14:30HRS
Date & time of opening of Bid	10 TH FEBRUARY 2025 (MONDAY), 14:30HRS

1. DESCRIPTION OF WORK

- 1.1. This enquiry pertains to the awarding of contract for taking New Mangalore port authority permission for vessel UY165 "3800DWT General Cargo Vessel".
- 1.2. The work nature includes arranging necessary port clearance, custom clearance, mooring, berth booking & pilot arrangement and other port formalities.
- 1.3. Tentatively scheduled to be carried in the Fourth week of February 2024 for UY-165 3800DWT General Cargo Vessel and UCSL will communicate the actual date of vessel arriving within one week advance through email/telephonic mode.

2. METHOD OF AWARDING CONTRACT

- 2.1. Contract will be concluded with Bidder agreeing to techno commercial conditions and emerging as L1.
- 2.2. This tender is for taking New Mangalore port authority permission for vessel UY-165 and UCSL reserves the right to award the work order to L1 bidder as per the discretion UCSL.
- 2.3. UCSL also reserves the right to split the optional work orders to any number of bidders willing to match with L1 rate, if the performance of selected bidder is not satisfactory.
- 2.4. UCSL reserves the right to cancel the tender if required.

3. SCOPE OF WORK

- 3.1. Agency should arrange necessary New Mangalore Port Authority Entry and Exit formalities of vessel.
- 3.2. Coordination with the vessel Master and New Mangalore Port Authority for pilot arrangements, to be made as necessary from port authorities.
- 3.3. Entry pass for safe manning crew, UCSL Staff, Class surveyors, ship owner representatives (Minimum 50 Persons) to be arranged.
- 3.4. Entry and exit pass (immigration) for Foreign Service Engineer & Owner representative (Minimum 15 Persons) to be arranged.

CELL

UDUPI COCHIN SHIPYARD LTD TENDER FOR PORT PERMISSION/ FORMALITIES UCSL/CC/T/W/050 DT: 04TH FEBRUARY 2025

- 3.5. On arrival of the vessel Port entry, immigration, customs clearance and any other formalities applicable needs to be undertaken by the agency.
- 3.6. On Entry & departure of the vessel, immigration, customs clearance and any other formalities applicable needs to be undertaken by the agency.
- 3.7. Port fees is to be paid by the agency. This shall be re-imbursed on actuals on submission of receipts, along with the payment to the agency.
- 3.8. Custom Clearance, Port Clearance, Mooring, Berth booking as required to be arranged.
- 3.9. Necessary clearance for Transportation of materials entry & exit required to be arranged.
- 3.10. Bidder will be responsible for all the New Mangalore Port Authority formalities and other allied statutory fees required for the satisfactory completion of the Vessel.
- 3.11. Agency should also coordinate with NMPA, for making necessary entry/exit pass for materials, tools & tackles, etc., owned by UCSL and which is onboard vessel being used for minor rectification/trial works of the newly constructed vessel (UY-165).
- 3.12. The job also includes but not limited to, for making necessary NMPA entry/exit pass of urgent basis, if required for vessel berthed or as the case may be.

4. Vessel particulars

Length O.A	- 89.43 meter
Length B. P	- 84.19 meter
Breath (MLD	- 13.20 meter
Depth (MLD)	- 7.20 meter
Design Draft	- 4.30 meter
Max. Draft	- 5.25 meter
Complement	- 09 Persons
Installed Power	- 3x384kw
Gross Tonnage	- 2781T
Net Tonnage	- 1389T

5. SCHEDULE OF COMPLETION

5.1 7 (Seven) calendar days from the date of clearance to start the work.

6. VALIDITY

6.1. The offer shall be valid for a period of 6 months.

7. TAXES & DUTIES

- 7.1. GST shall be applicable extra on the prescribed work from 01.07.2017 onwards. You are requested to furnish the following details in the invoice/Bill.
 - Applicable rate of GST/SAC Code
 - Firms GST Reg. NO.
 - Service accounting code (SAC) as prescribed by statutory authorities.
 - GST Reg. No. of Udupi Cochin Shipyard Limited (29AAACT1281B1ZO) ONTRACT

UDUPI COCHIN SHIPYARD LTD TENDER FOR PORT PERMISSION/ FORMALITIES UCSL/CC/T/W/050 DT: 04TH FEBRUARY 2025

8. PAYMENT

- 8.1. Payment shall be made within 30 days from the date of submission of bill and work completion certificate from the executing UCSL officer.
- 8.2. Port fees is to be paid by the agency. This shall be re-imbursed on actuals on submission of receipts, along with the payment to the agency.
- 8.3. Invoice shall be submitted with necessary Work completion certificate duly certified by UCSL representative.
- 8.4. Payment will be made by RTGS/NEFT to the account of Agency. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the Agency in the proforma of UCSL.

9. TERMINATION & LIMITATION OF LIABILITY

- 9.1. This contract may be terminated upon the occurrence of any of the following events
- 9.2. By agreement in writing of the parties hereto;
- 9.3. By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within fifteen (15) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party;
- 9.4. By the other party, upon either party;
 - i. Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or
 - ii. Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or
 - iii. Ceasing to do business for any reason.
- 9.5. For fraud and corruption or other unacceptable practices.
- 9.6. Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing.
- 9.7. UCSL may by notice in writing to Agency to terminate the order after issuing due notice i.e., 30 days' notice period. UCSL shall be entitled to compensation for loss limited to the order value.
- 9.8. Liability maximum that can be claimed by the Agency shall be limited to what is due to be and has been paid by UCSL for work done as per the payment milestones and limited to work order value.

10. ARBITRATION & JURISDICTION

10.1.Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which supplier shall approach the UCSL Grievance Redressal Committee as per relevant clause of the Contract.

UDUPI COCHIN SHIPYARD LTD TENDER FOR PORT PERMISSION/ FORMALITIES UCSL/CC/T/W/050 DT: 04TH FEBRUARY 2025

- 10.2.If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one arbitrator nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.
- 10.3.Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 10.4. Language of Arbitration: The Language of arbitration shall be English.
- 10.5. Governing Law: The contract shall be governed by Indian Law.
- 10.6.In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

11. SUB CONTRACTING AND ASSIGNMENT

- 11.1.Contractor shall not assign nor transfer the Purchase Order/ Work Order nor shall any share or interest therein in any manner or degree be transferred or assigned by Contractor to a third party without prior consent in writing of UCSL.
- 11.2.Contractor shall not contract with any subcontractor and/or vendor without the prior written consent of UCSL. Such consent shall not relieve the Contractor from any of his responsibilities and liabilities under the Purchase Order/ Work Order. In addition, Contractor shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order/ Work Order.

12. SECRECY & RESTRICTION ON INFORMATION TO MEDIA

- 12.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 12.2.Information in respect of contracts/orders shall NOT be released to the national or international media or anyone not directly involved in its execution without the written approval of UCSL.

13. CANCELLATION OF ORDER AND RISK CONTRACTING

13.1.In the event the contractor fails to complete the work promptly and satisfactorily as per the terms of the order, and if the work is delayed beyond thirty (30) days from the agreed schedule, UCSL, without prejudice, reserves the right to cancel the order and get the work done at contractor's cost and the expenditure so incurred including any damage or loss will be recovered from him and the Security Deposit furnished by him is liable to be forfeited either in whole or in part.

5

UDUPI COCHIN SHIPYARD LTD TENDER FOR PORT PERMISSION/ FORMALITIES UCSL/CC/T/W/050 DT: 04TH FEBRUARY 2025

14. FORCE MAJEURE

14.1.Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of God or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, UCSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.

15. OVERWRITING & CORRECTIONS

15.1.Tenders shall be free from overwriting or erasures. Corrections and additions, if any, shall be duly attested and a separate list of such corrections shall be attached with the offer

16. OTHER TERMS & CONDITIONS

- 16.1.UCSL reserves the right to accept / reject any offer.
- 16.2. The Contractor shall indemnify UCSL or its officers against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at UCSL.
- 16.3. It is also to be understood by the Contractor that Udupi Cochin Shipyard Limited does not bind itself to give the Contractor any regular or specific quantity or area of work and it shall be done at the sole discretion of UCSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.
- 16.4. UCSL desires the right to reject the partly quoted bids.
- 16.5.The Contractor shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.
- 16.6.Assistant General Manager or his authorized representative will be the Officer-incharge of this Contract.
- 16.7. Contact Person: Mr. Akhil R P (Manager-Contract Cell), Ph. No: +91 8129624149.



ASST. GENERAL MANAGER (MATERIAL & CONTRACT CELL)

सोणि क्लेमेन्ट टी एम SONY CLEMENT T M सहावक महापर्वधक/ASSISTANT GENERAL MANAGER 'बङ्घि को चीन जिप्पयार्ड लिमिटेड UDUPI COCHIN SHIPYARD LIMITED माल्पे, कर्नाटक/MALPE, KARNATAKA-576 108

UDUPI COCHIN SHIPYARD LTD TENDER FOR PORT PERMISSION/ FORMALITIES UCSL/CC/T/W/050 DT: 04TH FEBRUARY 2025

17. PRICE BID FORMAT (for one vessel only)

Sl. No.	Work Description	UOM	Quantity (A)	Rate (B)	Amount-INR (C=A x B)
1	Arrangement of Necessary Port clearance, berthing and other requirements as per tender condition.	Ls	1		
2	Total Amount				
3	IGST/G				
4	Grand Total Amount				
	nd total in words:				

ADDENDUM OPTION PRICE (For reference purpose) **

Sl. No:	Description of Work	UOM	Rate
1.	Hiring of 15T Capacity Hydra (Rate per Hours)	Hours	
2.	Riggers (Per Day)	Per Day	
3.	Unskilled/Housekeeping Manpower	Per Day	
4.	12000ltr Drinking Water	Tanker	

**This addendum option price will not be considered for determination of L1.

Signature: Address of the contractor: Date: Seal:

- 17.1.Prices are to be quoted in the Pricing Format. The quotations to be submitted in the company letter head and forwarded to <u>contractcell@udupicsl.com</u>.
- 17.2.L1 bidder will be considered based on Total amount at SL.no.2
- 17.3. Quotations shall be submitted as Password Protected File. The bidders are advised to share the password through only SMS while opening the quotations.